

**CMP TRAINING TERMS & CONDITIONS** Please read before commissioning CMP**1. FOREWORD**

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- 1.1. These terms set out the obligations between you (the Client) and Conflict Management Plus Ltd, registered in England and Wales, Company number: 03880628 ("**CMP**", "**we**", "**us**", or "**our**").

**2. DELIVERY DETAILS**

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- 2.1. CMP agrees to make the appropriate number of trainers available on date/s to be mutually agreed between the Client and CMP.
- 2.2. CMP will endeavour to supply a suitable trainer local to the Client's relevant base. The Client accepts that the trainer/s CMP identifies as best for delivery may not be local to the Client and its employees.
- 2.3. Our standard training day is between 09:00 and 17:00.
- 2.4. A standard half day is four (4) consecutive hours, either ending by 13:00 at the latest, or starting at 12:30 at the latest
- 2.5. Where services are delivered on premises provided by the Client, the Client agrees to make available suitable break and rest facilities. CMP reserves the right to cancel delivery where the venue is deemed unsuitable for the delivery to take place and to charge the client as outlined in "Cancellation" below.
- 2.6. The Client agrees to source and pay for any requirement for a reasonable adjustment to enable their employees to access and benefit equally from the learning.
- 2.7. The Client agrees to make available all and any material required by CMP to tailor the training to its needs, for example policy documents, Values statements, procedural guidelines, Resolution Frameworks etc.
- 2.8. The Client agrees delegates on the course will, as far as is practical, be relieved from work pressures during the training day/s.
- 2.9. For non-accredited training, CMP does not provide a certificate of attendance. Certificates are available at an additional £3.50 per delegate.

- 2.10. The Client acknowledges its obligations under Health and Safety at Work legislation to create a safe work environment for CMP staff and trainers. This extends to, but is not limited to, fire safety, first aid provision, and ensuring that CMP staff and trainers are treated fairly and respectfully.

### **3. CONFIRMATION OF BOOKING**

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- 3.1. The proposal is based on the assumption that the work is to be delivered during the working hours (Monday to Friday, excluding Bank Holidays, between 09:00 and 17:00). Where the Client requests out-of-hours working, CMP reserves the right to charge an additional fee at a minimum of 1.5 times the agreed rate for any hours worked, including weekend and Bank Holiday working.
- 3.2. Any provisional dates provided will be held for a period of ten (10) working days. If confirmation is not received within this period, the dates will be automatically released without further notice.
- 3.3. The proposal is based on the assumption that the Client will make available a printed copy per delegate of the training materials sent from CMP. Where the Client requests CMP provide this service, CMP will charge £10 per delegate, plus courier costs and VAT.
- 3.4. On receipt by CMP of written confirmation of the proposal from the Client, the booking is considered binding and postponement fees apply (see section 7).
- 3.5. We require confirmation that the Clients payment system is set up and ready to process payments, as well as a purchase order number from the Client before we commence delivery. Where the Client does not operate a purchase order system, written confirmation of this is required along with a suitable invoicing contact.
- 3.6. Where a discounted fee has been offered subject to specific conditions, for example an agreed number of delegates or an agreed course date, CMP reserves the right to charge its standard fee rate if one or more of the conditions of the discount are subsequently not met.

### **4. PAYMENT OF INVOICES**

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- 4.1. CMP invoices for the training value in full on receipt of the Client confirmation, allowing five (5) working days from receipt by the Client of our Purchase Order email for the Client to raise queries or concerns. If any expenses are incurred in relation to

the delivery of training, they will be charged at their actual value and invoiced following the completion of the training.

- 4.2. Invoices are payable within 30 days of the invoice date. CMP reserves the right to charge interest on late payment of invoices in line with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, namely the Bank of England base rate plus 8%.
- 4.3. The Client agrees that once an invoice is issued, any queries or disputes must be raised within 28 days of the issue date. Once the 28 days have passed the Client shall be deemed to have acknowledged the accuracy and validity of the invoice. Consequently, no payment shall be withheld or delayed by the Client on the grounds of disputes or queries raised after the 28 days has passed.
- 4.4. Any discount provided to the Client may be cancelled at CMP's discretion if payments are not made in accordance with the agreed terms. In addition, interest and compensation may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act. This interest will accrue on a daily basis for all outstanding balances over 30 days overdue.
- 4.5. CMP will issue invoices in GBP (£) unless CMP gives written confirmation that it will agree to invoice in a different currency.
- 4.6. The Client is responsible for payment of any: bank charges, foreign currency conversion fees, and taxes, in addition to the invoice amount.
- 4.7. Where withholding tax is applicable, the Client must inform CMP in writing before the commissioning document is signed.

## **5. PAYMENT OF EXPENSES**

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- 5.1. The Client will be invoiced for expenses in addition to the fees as set out in the commissioning document.
- 5.2. Expenses incurred in relation to the delivery of training will be charged at their actual value. CMP do not provide receipts, unless expressly requested prior to confirmation of training. An administration fee of £50 plus VAT will be charged for processing expense receipts when requested by the Client.

- 5.3. Where the trainer has to travel to the Client's venue, and the travel time is longer than four (4) hours one way, the Client may be charged an additional fee, determined in the proposal.
- 5.4. CMP will apply the appropriate VAT treatment to expenses as defined under HMRC's guidance on recharges and disbursements.
- 5.5. Actual expenses incurred in relation with the delivery of the training will be charged based on the following allowances:

<b>HOW CMP CALCULATES FLAT FEES</b>	<b>GENERAL</b>	<b>NOTES</b>
<b>Travel</b>	<p>Mileage</p> <p>For each return journey:</p> <p>45p per mile</p> <p>Rail</p> <p>Will always be standard class, preferably pre-booked</p>	<i>Where trainers use public transport they are able to claim reasonable taxi fares between station, hotel and venue.</i>
<b>Travel outside England</b>	economy flights, travel to and from airport, airport car park (long stay) accommodation, taxis and/or car hire – all at cost	<i>Dependent on the duration of travel will depend upon the amount of decompression time charged. This will be agreed at the time of proposal.</i>
<b>Accommodation – cities</b>	£150 per night	<i>Trainers are entitled to accommodation where travel to the venue is more than 150 miles in distance or over 2 hours in time</i>
<b>Accommodation - elsewhere</b>	£120 per night	<i>Trainers are entitled to accommodation where travel to the venue is more than 150 miles in distance or over 2 hours in time</i>
<b>Evening meal</b>	£30 per day	<i>only for work that takes the trainer away from home for more than 12 hours</i>
<b>Lunch</b>	£10 per day	<i>only for work that takes the trainer away from home for more than 6 hours and where not provided by the client</i>

<b>Breakfast</b>	£10 per day	<i>Only chargeable where accommodation has been required and it is not included in the accommodation rate</i>
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## **6. DELEGATE SUBSTITUTIONS**

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- 6.1. Delegate substitutions can be accepted without charge up to ten (10) working days before the course start date.
- 6.2. Substitutions less than ten (10) working days before the training start date will incur additional administration fee of £250.

## **7. CANCELLATION AND POSTPONEMENT FEES**

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- 7.1. The Client becomes liable for cancellation fees from date the Sales Order/ commissioning document was signed/email confirmation received.
- 7.2. CMP reserves the right to cancel or reschedule a training course and in these situations every effort will be made to accommodate delegates on an alternative course or refund payment in full.
- 7.3. CMP cannot be held responsible for any extra costs incurred as a result of a cancelled or relocated training course.
- 7.4. Cancellation fees are charged in accordance with 7.6 below, as a percentage of the total value of the course fee, as set out in your booking confirmation. Non-attendance on a course constitutes a cancellation.
- 7.5. We reserve the right to not enforce these cancellation or administration fees
- 7.6. **Cancellation fees**
- 7.7. For cancellation of booking once the training course is confirmed:
 

7.7.1. More than 35 working days' notice	50%
7.7.2. Between 34 and 15 working days' notice	75%
7.7.3. Less than 14 working days' notice	100%
- 7.8. **Postponement fees**
- 7.9. Postponing the delivery of training will incur an administration fee of £250.

- 7.10. Postponements must be notified to CMP in writing at least 35 working days before the start of the initial confirmed training, and, to qualify as postponement, the Client must confirm replacement dates within five (5) working days of requesting postponement.

## **8. DATA PROTECTION AND CONFIDENTIALITY**

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### **Data protection**

- 8.1. CMP is registered with the ICO as a data controller under the UK's Data Protection Act 2018 and the EU's GDPR.
- 8.2. When contracting with a Client we will assume the role of Data Processor unless otherwise stipulated, and will act in accordance with the controlling Client's data processing agreement or contracting terms.
- 8.3. CMP and the Client will comply with the regulatory and legal obligations relating to their own organisation, in order to comply with relevant legislations for processing data.
- 8.4. CMP has identified that the lawful bases for our data use under this contract are:
- 8.4.1. The 'legitimate interest' of the parties and those involved in the services provided;
  - 8.4.2. Compliance with our legal obligations; and
  - 8.4.3. Where relevant, to ensure the performance of the contract between CMP and the Client.
- 8.5. CMP and the Client will cooperate with each other to ensure mutual compliance under relevant legislation, at the reasonable expense of the Client.
- 8.6. CMP holds ISO 27001 and is fully data compliant and secure.
- 8.7. Please note that the processing of personal data is governed by the separate Standard Data Processing Terms and Conditions, which have been provided alongside these terms and conditions

### **Subject Access Request**

- 8.8. Should CMP receive a Subject Access Request from any individual involved in the delivery of our service to the Client, then, regardless of whether CMP is acting as a

data processor or controller or joint controller, we reserve the right to charge the Client the prevailing rate to complete the administration to respond to such a request if required to do so either by agreement with the Client or as a result of our obligation to the ICO and the individual/s making the request

### **National Security Vetting**

- 8.9. Where CMP engages with a government or commercial entity who requires UK National Security Vetting or international equivalent, the Client agrees to act as the sponsor for the trainer and for our relevant employees, and for CMP, as appropriate, to ensure that this requirement is met.

### **Confidentiality**

- 8.10. The Client will notify CMP of any special requirements regarding confidentiality.
- 8.11. Information obtained by CMP about the Client and from the Client's employees before, during and after delivery of the training will be treated by CMP as confidential to the CMP's staff, the trainer, the Client Commissioning Manager, and any specific delegates concerned, except in situations where there is a concern for risk of harm, risk to life, or involvement of a criminal offence, in which case appropriate action may need to be taken, but CMP will at all times ensure individual's rights are protected in line with relevant legislation.
- 8.12. The obligations of confidentiality do not apply if CMP is required to give evidence in an Employment Tribunal or other legal proceedings, where the rights of the Tribunal or Court may supersede the obligations of client confidentiality; or where CMP needs to disclose information about the Client in order to protect its own commercial interests.

## **9. PUBLIC RELATIONS**

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- 9.1. CMP may approach the Client with opportunities for mutual positive publicity, in relation to services delivered to the Client.
- 9.2. CMP will approach the Client in writing for permission before CMP initiates or agrees to, such publicity.
- 9.3. The Client will be given the opportunity to review and approve all materials involved in publicity work before public visibility.

- 9.4. The Client acknowledges that once in the public domain, publicity material may not be possible to recall.
- 9.5. CMP will refer back to the Client any parties enquiring about training CMP has delivered to the Client.
- 9.6. Where CMP considers it has reputational risk, we reserve the right to deal directly with third parties, while respecting the confidentiality of the Client and any delegate involved.

## **10. EXCLUSION OF LIABILITY**

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- 10.1. The Client acknowledges that the training provided by CMP is wholly limited to those matters contained in the proposal.
- 10.2. The Client will hold neither CMP, its principals or its staff, responsible to the fullest extent permitted by law, for any loss suffered by the Client arising from any misrepresentation (intentional or unintentional) supplied to CMP by any means, including orally, in connection to the training provided.
- 10.3. The Client agrees not to bring any claim in connection with training provided by CMP to the Client, personally against our directors (whether executive or non-executive), or our employees.

## **11. INDEMNITY**

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- 11.1. The Client will indemnify CMP against any claim for any act or omission in performance of CMP's work, unless the act or omission is grossly negligent, fraudulent, or shown to be in bad faith.
- 11.2. The Client agrees that CMP's liability in such instances, as far as is allowed by law, shall not exceed the amount paid for the training delivered to the Client.

## **12. TERMINATION**

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- 12.1. CMP shall be entitled to terminate the contract for delivery of the training by giving the Client no fewer than 30 calendar days' notice to that effect in writing, if:
- 12.1.1. the Client - being an individual or a company - or any partner or Director in the company, becomes bankrupt or has a receiving order or administration order made against them; or



- 12.1.2. makes any compromise or arrangement with or for the benefit of their creditors, or makes any conveyance or assignment for the benefit of their creditors, or shall purport to do so; or
  - 12.1.3. if in Scotland they, whether insolvent or not, become bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of their estate, or a trust deed shall be granted by them for behoof of their creditors; or
  - 12.1.4. the Client being a company, goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets, or if the Client makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things, or any judgment is made against the Client or any similar occurrence under any jurisdiction affects such party.
- 12.2. If the Client fails to provide a safe working environment in which CMP staff and trainers are treated fairly and respectfully then CMP reserves the right to terminate the contract giving not less than five (5) working days' notice without incurring a loss.
- 12.3. Subject to any earlier termination under the clauses listed above, the contract shall expire upon completion of the training, or upon final payment for the training and its expenses, whichever is the later.
- 12.4. Termination of the contract shall not affect any rights or remedies of CMP that may have accrued up to the termination date or in respect of any obligation in the contract expressly or impliedly having effect after expiry or termination of the contract.

### **13. CORRUPT GIFTS OR PAYMENTS**

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- 13.1. The Client shall not offer or give, or agree to give, to any employee or representative of CMP any gift or consideration of any kind as an inducement or reward for doing, or refraining from doing, or having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with CMP, or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

**14. GOVERNING LAW**

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- 14.1. The contract shall be governed by and interpreted in accordance with English Law, and shall be subject to the exclusive jurisdiction of the Courts of England and Wales, to which the Client and CMP submit.

**15. INVALIDITY AND SEVERABILITY**

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- 15.1. If any provision of these terms and conditions shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

**Please contact the Chief Operating Officer about any questions on 01763 852225**